

MORTGAGE RECORD 91

Receiving No. 27071 <

Reg. No. 4670

Fee Paid, \$ 17.50

FROM

Caruthers

TO

retetfish

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 7 day of

March A. D. 1946, at 2:35 o'clock A. M.

Harold A. Beck
Register of Deeds.

By

Deputy.

THIS INDENTURE, Made this 23rd day of February, in the year of our Lord, one thousand nine hundred and forty-six between Roger Caruthers and Ruby Caruthers, his wife

of the County of _____ and State of _____
part 1st. of the first part, and Emma L. retetfish
part 2nd. of the second part.

WITNESSETH, That the said part 1st. of the first part, in consideration of the sum of _____ DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said part 2nd. of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The northeast quarter of section 25, township 12, range 18, east of
6th P.M.

with the appurtenances and all the estate, title and interest of the said part 1st. of the first part therein.

And the said part 1st. of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner(s) of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 2nd. of the second part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 2nd. of the second part, the loss, if any, made payable to the part 2nd. of the second part to the extent of her interest. And in the event that said part 1st. of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the part 2nd. of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of _____ DOLLARS, Seven thousand and no/100

according to the terms of _____ certain written obligation _____ for the payment of said sum of money, executed on the 23rd day of February, 1946, and by its terms made payable to the part 2nd. of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part 2nd. of the second part to pay for any insurance, or for the payment of taxes and assessments on the premises herein.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 2nd. of the second part

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part 2nd. of the second part.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part 1st. of the first part have hereunto set their hand and seal _____ the day and year last above written.

Roger Caruthers (SEAL)

Ruby Caruthers (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas
County of Douglas } ss.

BE IT REMEMBERED, That on this 4th day of March A.D. 1946 before me, a

Notary Public in the aforesaid County and State, came

Roger Caruthers and Ruby Caruthers, his wife

to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged the execution of the same.

(SEAL)

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My commission expires on the 15th day of January, 1950.

Mary C. Morgan

Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 10th day of March, 1951.

Emma L. retetfish

Mortgagee. Owner.

This release was written on the original mortgage

It was on the 10th day of March, 1951

Harold A. Beck
Register of Deeds
Douglas County